

# MEMORANDUM OF AGREEMENT

## **BOROUGH OF ORADELL**

**-AND-**

**UPSEU**

**October 20, 2016**

1. All parties acknowledge these terms and conditions are subject to ratification.
2. All parties agree to recommend these terms and conditions to their respective constituents for ratification.
3. The terms contained herein modify the existing Agreement and any terms not mentioned shall remain status quo.
4. This document represents settlement of the contained issues. All other issues are hereby withdrawn.

### **5. Preamble**

Term of Agreement: January 1, 2017 through December 31, 2019.

### **6. Article V – Non-Discrimination**

Add: “affectional or sexual orientation”, “gender identity”, “marital, domestic partnership or civil union status”, “genetic information”, “atypical cellular or blood trait.”

### **7. Article VI – Workweek and Overtime**

E. Compensatory Time – **REVISE:** Compensatory time for all employees covered by this Agreement may be accumulated, at the employee’s option, up to a maximum of one hundred and seventy-five (175) hours. All employees who have banked over 175 hours must be at or below 175 hours by December 31, 2018. However, any compensatory time in excess of eighty (80) hours must be used by an employee within two (2) years of accrual. Thereafter, the employees shall receive overtime compensation which shall be paid within the pay period immediately following the pay period in which the overtime is earned.

F. Chain of Command -- increase from \$20 per day to \$30 per day.

## 8. Article VII – Salaries

- A. **REVISE:** During the term of this Agreement, salaries will be determined pursuant to the Step Guide attached hereto. On-guide employees shall stay on the same step as of 1/1/2017 that they previously were on, but the value of the step will increase per the new Step Guide.

Add: Off-guide employees Edward Koestner, Gregory Bisch, David D'Angelo, and Katherine Beattie will receive a two percent (2%) base salary increase per year (1/1/2017, 1/1/2018 and 1/1/2019).

Add: Any other employees who move off-guide during the term of this Agreement shall receive a 1.5% base salary increase per year for the relevant years.

## 9. Article XII – Sick Leave

- B. A) **REVISE:** Second sentence – Employees will be allowed to accrue up to ninety (90) ~~eighty (80)~~ days in their sick leave bank.

B) **REVISE:** Each employee's sick bank shall be credited on a one-time basis with five (5) the number of sick days they will be entitled to ~~earn use~~ during calendar year 20176, that is in addition to their accrual of sick days as set forth above 12 or 15 or ~~somewhere in between depending upon their employment date.~~ This provision only applies to employees employed by the Borough on January 1, 2017~~6~~.

## 10. Article XIV – Health Insurance

Revise subparagraph "C" to clarify that the benefit is accrued after 25 years of full time employment with the Borough.

Subparagraph "D" should be revised to reflect the current statutory requirement which is "payment equal to 25% or \$5,000 whichever is less."

## 11. Article XVII – Emergency Leave

- A. **REVISE:** In the event of the birth of a child to the employee's ~~spouse~~, or the death of a close relative living in the household of the employee who has resided there for a period of at least one (1) year, then the employee shall be allowed up to three (3) working days' leave of absence with pay.

## 12. Article XXVII – Education Incentive Program

Reference to "Council Department Chairman" changed to "Borough Administrator."

13. Article XXXII – Job Posting

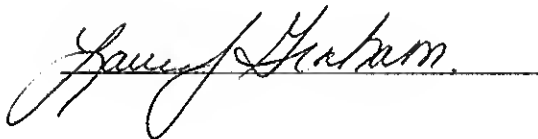
Reduce the number of days that a non-entry level position must be posted internally prior to it being advertised to the general public from 10 to 5.

14. Miscellaneous

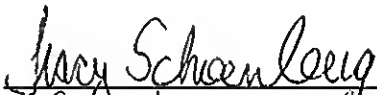
ADD: Payment of all furlough time arising from the May 25, 2010 addendum will be offered to the relevant employees, and they will complete a form indicating whether they wish to receive payment now or upon termination of employment with the Borough.

15. This Memorandum of Agreement represents the complete and final agreement between the parties and is contingent upon ratification and approval by the parties. All proposals, whether written or oral, presented by the Borough and the UPSEU during the course of negotiations are deemed withdrawn and not part of this Memorandum of Agreement. All other terms and conditions of the Collective Negotiations Agreement shall remain the same. This Memorandum of Agreement cannot be modified except by a writing signed by the parties.

ATTEST



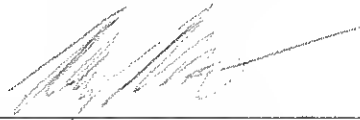
For the Borough Of Oradell

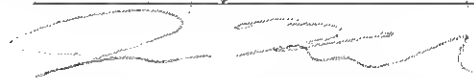

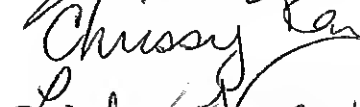

By:   
Title: Capitol woman, Chair, Admin Cmte  
Date: 12/13/16

ATTEST

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For the United Public Service Employees  
Union

By:   
Title: Union Representative  
Date: 12/13/16

  
wage negotiator  
  
Chrissy  
  
Lindsey  


Borough of Oradell  
DPW Step Guide  
2017-2019

YEAR	BASE (2016)	1/1/2017	1/1/2018	1/1/2019
1	33,503	36,882	40,260	40,260
2	36,882	40,260	40,260	40,260
3	40,260	43,639	43,639	43,639
4	43,639	47,018	47,018	47,018
5	47,018	50,396	50,396	50,396
6	50,396	53,775	53,775	53,775
7	53,775	57,153	57,153	57,153
8	57,153	59,439	59,439	59,439
9	59,439	61,818	61,818	61,818
10	61,818	64,290	64,290	64,290
11	64,290	66,861	66,861	66,861
12	66,861	67,864	68,882	68,882

The lines in the step guide above demonstrate salary progression from the Base Year (2016) through 2019. Please note that an employee's placement on a step number does not progress from 2016 to 2017, but the employee's salary will increase as the value of those steps do increase from 2016 to 2017.

**Borough of Oradell  
White Collar Step Guide  
2017-2019**

YEAR	BASE (2016)	1/1/2017	1/1/2018	1/1/2019
1	33,503	35,339	37,175	37,175
2	35,339	37,175	37,175	37,175
3	37,175	39,011	39,071	39,071
4	39,011	40,847	40,847	40,847
5	40,847	42,683	42,683	42,683
6	42,683	44,519	44,519	44,519
7	44,519	46,300	46,300	46,300
8	46,300	48,151	48,151	48,151
9	48,151	50,078	50,078	50,078
10	50,078	52,081	52,081	52,081
11	52,081	54,164	54,164	54,164
12	54,164	54,976	55,801	55,801

The lines in the step guide above demonstrate salary progression from the Base Year (2016) through 2019. Please note that an employee's placement on a step number does not progress from 2016 to 2017, but the employee's salary will increase as the value of those steps do increase from 2016 to 2017.

Borough of Oradell  
Mechanic Step Guide  
2017-2019

YEAR	BASE (2016)	1/1/2017	1/1/2018	1/1/2019
1	34,720	38,098	41,477	41,477
2	38,098	41,477	41,477	41,477
3	41,477	44,856	44,856	44,856
4	44,856	48,234	48,234	48,234
5	48,234	49,628	49,628	49,628
6	49,628	54,991	54,991	54,991
7	54,991	58,370	58,370	58,370
8	58,370	60,705	60,705	60,705
9	60,705	63,133	63,133	63,133
10	63,133	65,658	65,658	65,658
11	65,658	68,285	68,285	68,285
12	68,285	69,309	70,349	70,349

The lines in the step guide above demonstrate salary progression from the Base Year (2016) through 2019. Please note that an employee's placement on a step number does not progress from 2016 to 2017, but the employee's salary will increase as the value of those steps do increase from 2016 to 2017.